

The Justices may determine them according to the Rules of Equity.

Sureties paying Money, or Indorsers paying protested Bills, may sue the Principal Debtor, on the Assignment of the Bond to them, by the Creditor.

Several Sureties being sued and one paying the whole Debt, may sue the other Sureties for a proportionable Part.

Provided, &c.

Bonds to be assignable, and the Assignee may sue the Obligees

Attorneys Fees in equitable Causes before County Courts.

Duration.

Prayer of either Plaintiff or Defendant, either before or after a Judgment, or Verdict of a Jury at Common-Law ) may hear and determine the same according to the Rules of Equity and good Conscience, as fully and amply as the Chancellor or Keeper of the Great Seal might do in any Case, within the Jurisdiction of the Chancery Court; any Law, Usage, Verdict of a Jury, or Custom to the contrary notwithstanding.

*And be it Enacted,* That where any Person or Persons is or are Bound in any Bond or other Obligation, for the Payment of Money, Tobacco, or other Goods, or indorse any Bill of Exchange that shall be protested, and the Money, Tobacco, or other Goods, or such Part thereof as shall be unpaid by the principal Debtor, shall be paid or tendered by the Surety or Indorser, that the Obligee or Indorsee, shall be obliged to assign such Bond, Obligation or protested Bill to the Surety, paying or tendering the Money, Tobacco, or other Goods, due as aforesaid; and that the Assignee shall and may by Vertue of such Assignment, and this Act, have an Action in his or her own Name, against the principal Debtor, any Law, Usage or Custom to the contrary notwithstanding.

*And be it Enacted,* That where any Person shall recover Judgment against the principal Debtor and Surety, and such Judgment shall be satisfied by the Sureties, that the Creditor shall be obliged to assign such Judgment to the Surety, satisfying the same, and that the Assignee shall be entitled unto, and have the same Execution against the principal Debtor by Vertue of such Assignment and this Act, as the Creditor might or ought to have had; and that where Judgment shall be rendered against several Sureties, and one of them satisfies the Whole, the Plaintiff or Creditor shall be obliged to assign such Judgment to the Surety satisfying the same, and that the Assignee shall have and be entitled to an Execution against the other Sureties, against whom Judgment hath been obtained by the principal Creditor for a proportionable Part of the Debt or Damage, paid by such Assignee; any Law, Usage or Custom to the contrary, notwithstanding.

*Provided always,* That no Defendant or Defendants shall be precluded or debarred of his or their Remedy against the Plaintiff, by *audita querela*, or other equitable Course or Proceeding whatsoever; any Thing in this Act to the contrary, notwithstanding.

*And be it Enacted,* That all Bonds or other Obligations under Hand and Seal, shall be assignable from one Person to another; and that the Assignee shall, and may, by Vertue of such Assignment, maintain an Action in his or her own Name, against the Obligee or Obligees; any Law, Usage or Custom to the contrary, notwithstanding.

*And be it further Enacted,* by the Authority, Advice and Consent aforesaid, That no Attorney being concerned for either Plaintiff or Defendant in any Cause of Equity, to be heard before the County-Courts aforesaid, shall have and receive more than One Hundred Pounds of Tobacco for his Fee in any such Cause.

This Act to continue for Three Years, and to the End of the next Session of Assembly that shall happen after the End of the Three Years.